

**Staff
Summary
Report**



**To: Mayor & City Council
Through: City Manager**

**Agenda Item Number 25
Meeting Date: 7 /19/01**

SUBJECT: Maricopa County Library District Reciprocal Borrowing Program

PREPARED BY: Teri Metros, Library Director (480-350-5551)

REVIEWED BY: Tom Canasi, Community Services Manager (480-350-5305)

BRIEF: Request to approve an intergovernmental agreement between the Maricopa County Library District and the City of Tempe for participation in the District's reciprocal borrowing program.

COMMENTS: LIBRARY ADMIN (0704-01) Request to approve an intergovernmental agreement between the Maricopa County Library District and the City of Tempe for participation in the District's reciprocal borrowing program.

Doc Name: (20010719cstm02) Supporting Documents: Yes

SUMMARY: Since 1981, the Tempe Public Library has participated in the Reciprocal Borrowing Program funded by the Maricopa County Library. This program permits residents of the county to borrow books at any public library within its boundaries at no charge to the borrower. As a result of legislation passed by the Arizona State Legislature in 1986 giving counties an unlimited right to levy a library district tax on residents in both incorporated and unincorporated areas, the Maricopa County Library District was created.

In June of 1990, the Arizona Attorney General issued an opinion that stated that "the benefits of the free county library district are available only to cities and towns that join the district." This decision required that cities who received compensation as a result of their participation in the Reciprocal Borrowing Program be members of the County Library District. At their April 11, 1991 meeting, the Tempe City Council approved an intergovernmental agreement that approved Tempe's participation in the Maricopa County Library District, including its Reciprocal Borrowing Program. During FY 99/00, the City of Tempe received \$131,960 from the county for its participation in the program. It is anticipated that the City will receive a comparable amount in future years.

The attached Intergovernmental Agreement approves Tempe's participation in the Reciprocal Borrowing Program for a five-year period, beginning on July 1, 2001 and terminating on June 30, 2006. Under the terms of the agreement, the City of Tempe will receive \$20 per net non-resident borrower. The FY 00/01 intergovernmental agreement provides for both semi-annual and annual reimbursements to the City. It is anticipated that participation in the program will result in over \$659,000 in revenue for the City over the five year agreement period.

FISCAL NOTE: The City of Tempe will receive approximately \$659,000 in revenue from Maricopa County during the five year term of the agreement through its participation in the Reciprocal Borrowing Program.

RECOMMENDATION: Staff recommends that City Council approves the the Intergovernmental Agreement for participation in the Maricopa County Library District's Reciprocal Borrowing Program.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MARICOPA COUNTY LIBRARY DISTRICT
AND THE CITY OF TEMPE

The governing bodies of the City of Tempe (hereinafter "City") and the Maricopa County Library District (hereinafter "Library District") by resolution authorize and approve this Intergovernmental Agreement to be effective on the 1st day of July, 2001, for provision of certain library services and reimbursements.

Whereas A.R.S. Section 48-3901 et seq. provides for establishment of a County Library District and a County Library District having been established as provided by law;

Whereas A.R.S. Section 48-3901 and Section 11-903 allow a City to elect to become a part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to District residents;

Whereas the City has adopted and published notice of a joiner resolution for the Library District pursuant to A.R.S. Sections 48-3901 and 11-903 and wishes to participate in the Reciprocal Borrowing Program of the Library District;

Whereas, pursuant to its charter and A.R.S. Section 9-411 et seq. the City has established and provided for a City library and library facilities and services which are and shall remain under the sole control, supervision, operation and ownership of the City and its governing body;

Whereas the Library District has established a Reciprocal Borrowing Program for the benefit of its members in order to expand the availability of Library Services;

Whereas the City wishes to have its municipal library participate and benefit from the Reciprocal Borrowing Program by being reimbursed by the Library District for net use of its library and library services by non-residents of the City who are entitled to the benefits of the Maricopa County Library District;

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1. Services Offered. The City shall provide the following library services to persons who are non-residents of that City but entitled to the benefits of the Library District (hereinafter referred to as "Non Residents") to the same extent and pursuant to the same rules and regulations as the City provides these facilities and services to City residents. "Non Residents" as used in this agreement means only those persons entitled to Library District benefits, and does not include other non-residents. The services include access to and use of City library facilities:

- a. For the purpose of identifying, reading, or using books and materials from the City library;
- b. For library reference services as are offered by the City;
- c. For participation in children's library services as are offered by the City; and
- d. Other library services as may be mutually agreed upon between the City and the Library District.

2. Accounting and Documentation. The City agrees to identify "Non Residents" utilizing the services listed in paragraph 1 hereof and provide within ten (10) days after the end of each quarter an accounting and documentation (as described in Attachment "A" to this IGA), to support the reimbursement for its net services by the Library District as set forth in Section II of this Agreement.

SECTION II - OBLIGATIONS OF THE LIBRARY DISTRICT

3. Reimbursement to City - Semi-Annual. The Library District shall semi-annually reimburse the City for the net services it provides to "Non Residents", as follows:

Upon receipt of the accounting and documentation from the City (as described in Attachment "A") and following the end of the first six months of this Agreement, the Library District shall determine:

- a. The number of Non Residents who utilized library services in the City during the first six months, as identified by the City in paragraph 2, above;

- b. The number of residents of the City utilizing library services outside the City in the libraries of other participating members of the Library District during the first six months, as documented by other members of the Library District similar to paragraph 2 above;
- c. Subtract the result of subparagraph "b" from subparagraph "a" to determine the "Net Non Resident Users" of City library services during the six-month period.

If the result in subparagraph "c" is a positive figure, then within sixty (60) days after the end of the first six month period, the Library District shall pay the City a sum equal to fifty percent of Twenty Dollars (\$20.00) for each Net Non-Resident User. The remaining balance will be accounted for in the final annual payment.

If the result in subparagraph "c" is a negative figure, the City is not entitled to reimbursement for Non-Resident usage for that six-month period and no reimbursement will be paid to the City.

4. Reimbursement to City - Annual. The Library District shall annually reimburse the City for the net services it provides to Non Residents as follows:

Upon receipt of the accounting and documentation from the City following the end of each fiscal year (June 30), the Library District shall determine:

- a. The number of Non Residents who utilized library services in the City during the year, as identified by the City in paragraph 2, above;
- b. The number of residents of the City utilizing library services outside the City in the libraries of other participating members of the Library District during the year, as documented by other members of the Library District similar to paragraph 2 above;
- c. Subtract the result of subparagraph "b" from subparagraph "a" to determine the "Net Non-Resident Users" of City library services during the year.

If the result in subparagraph "c" is a positive figure, then within sixty (60) days after the end of each fiscal year (June 30), the Library District shall pay to the City a sum equal to Twenty Dollars (\$20.00) for each Net Non-Resident User, less any semi-annual payment already received by the City.

If the result in subparagraph "c" is a negative figure, the City is not entitled to reimbursement for Non-Resident usage for the year and no reimbursement will be paid to the City.

SECTION III - OTHER TERMS AND CONDITIONS.

5. Term. This Agreement shall terminate June 30, 2006, unless sooner terminated by the parties hereto and is renewable only upon written amendment executed by both parties.

6. Personnel. The City represents that it has, or will secure at its own expense, all personnel required in performing all of the services required in Section I of this Agreement. All of the services rendered by the City hereunder will be performed by the City or under its supervision and all personnel engaged in work shall be fully qualified and authorized or permitted under state and local law to perform such services. Any of the work of services covered by this Agreement may be contracted or subcontracted by the City without notice to the Library District.

7. Independent Contractor. Neither the City nor its officers, agents or employees are considered to be employees of the Library District for any purpose whatsoever. The City is considered as an independent contractor at all times in the performance of the services described in Section I of this Agreement. The City further agrees that neither it nor its employees are entitled to any benefits from the Library District under the provisions of the Workers Compensation Act of the State, or any similar act, or to any of the benefits which may be granted to employees of the Library District.

8. Records. Both parties shall maintain the records required in this Agreement for a period of two (2) years after the termination of this Agreement. The Library District will comply with Section A.R.S. 41-1354 providing for confidentiality of user data.

9. Termination. Either party may terminate this Agreement upon sixty- (60) days notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten (10) days' written notice to the Library District for failure to make reimbursements upon the dates as required in this Agreement. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from the Library District.

10. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of

completion without inequity to the party(ies). If any part of this Agreement is held to be invalid or unenforceable, such holding and any actions taken subsequent thereto shall not require a return or reimbursement, nor affect in any way the receipt or expenditure by the City, of tax revenues paid or payable as of the date of such holding pursuant to this or any similar Agreement. The provision of this agreement for payment of funds by the Library District shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this agreement and the District shall keep the City fully informed as to the availability of funds for its program.

11. Entire Agreement Supersedes Any Other. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the laws, rules and regulations of the City and of the Library District.

13. Cancellation. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

IN WITNESS WHEREOF, the City of Tempe and the Maricopa County Library District have executed this Agreement as of the 1st day of July, 2001:

CITY OF TEMPE
P. O. Box 5002
Tempe, AZ 85280

MARICOPA COUNTY
LIBRARY DISTRICT
17811 N. 32nd Street
Phoenix, AZ 85032

By: _____

By: _____
Chairman, Board of Directors
Maricopa County Library District

Date: _____

Date: _____

ATTEST:

By: _____
Clerk

By: _____
Clerk

The foregoing Agreement has been reviewed by the undersigned counsel who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

Attorney for the
City of Tempe

Attorney for
Maricopa County

Date: _____

Date: _____

ATTACHMENT "A"

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MARICOPA COUNTY LIBRARY DISTRICT
AND
THE CITY OF TEMPE
FOR THE 2001 - 2006
RECIPROCAL BORROWING PROGRAM
POLICY AND PROCEDURES

Policy:

Any resident of Maricopa County may obtain a free library card from a participating library upon presentation of a valid library card from their home jurisdiction or current identification and proof of residence. Any borrower participating in this project must conform to the rules, policies, and regulations of the library from which the books are borrowed. Reciprocal borrowing cards will be issued from July 1 through June 30 each fiscal year covered by the Agreement.

Procedures:

- A. Issuance of a Reciprocal Borrowing Library Card.
 - 1) A resident of Maricopa County must present a valid public library card from their home jurisdiction or current identification and proof of residence.
 - 2) A card will be given with an expiration date, which is one year from date of issue.
 - 3) Refunds for existing purchased nonresident cards are at the discretion of the local jurisdiction.
- B. Borrowing Guidelines
 - 1) All borrowers must conform to the rules, regulations, policies, and procedures of the lending library (i.e. loan periods, fines, renewals, reserves).
 - 2) Books and other circulating items may be renewed only at the lending library.
 - 3) Reserves may be picked up only at the lending library.
 - 4) Books and other circulating items may be returned only to the lending library.

library.

5) Borrowers assume all financial responsibilities for borrowed material.

C. Statistical Reporting

1) In order to be eligible to receive county reimbursement for the project, each participating library must submit a Quarterly Reciprocal Borrowing Report by the 10th of the month following the end of each quarter to the Director of the Maricopa County Library District. The report must provide the following information on each borrower:

- 1) Name
- 2) Address
- 3) City/Town of Residence,
- 4) Date of Application
- 5) Card Number
- 6) Name of issuing Library

This information can be a computer report prepared by the City/Town Library automation system.

Additionally, a summary sheet totaling the number of cards issued per City/Town/Unincorporated County for the quarter submitted must be included.

2) In order to comply with Maricopa County fiscal regulations, the report for June must be received by July 5, each fiscal year covered by this Agreement.

3) The County will prepare and distribute an annual statistical report. Reimbursement for reciprocal borrowing will be issued on or before July 31 each year covered by this Agreement.